

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF New York

CHRISTOPHER FEHN

Plaintiff(s),

*-against-*Slipknot, Incorporated; Slipknot, Incorporated; Knot Merch
LLC; SK Productions, LLC; SK Touring, Inc.; Knot Touring
LLC; Rob Shore & Associates, Inc.; Michael Shawn Crahan
p/h/a "Clown"; Corey Taylor; and Robert Shore,

Defendant(s).

Index No. [REDACTED]

Summons

Date Index No. Purchased: [REDACTED]

To the above named Defendant(s)

Slipknot, Incorporated; Slipknot, Incorporated; Knot Merch LLC; SK Productions, LLC; SK Touring, Inc.; Knot
Touring LLC; Rob Shore & Associates, Inc.; Michael Shawn Crahan p/h/a "Clown"; Corey Taylor; and Robert
Shore,

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Defendants' residence
which is 232 Madison Avenue, Mezzane, New York, NY 10016

Dated: New York City, NY

March 13, 2019

SRIPLAW

by /s/ Joseph A. Dunne

Joseph A. Dunne

Attorneys for Plaintiff

CHRISTOPHER FEHN

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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

CHRISTOPHER FEHN,

Plaintiff,

v.

SLIPKNOT, INCORPORATED, a New York corporation; SLIPKNOT, INCORPORATED, a California corporation; KNOT MERCH LLC, a Delaware corporation; SK PRODUCTIONS, LLC, a New York limited liability company; SK TOURING, INC., a Delaware corporation; KNOT TOURING LLC; a Delaware limited liability company; ROB SHORE & ASSOCIATES, INC., a New York corporation; MICHAEL SHAWN CRAHAN p/k/a "CLOWN"; COREY TAYLOR; and ROBERT SHORE;

Defendants.

INDEX NO.:

COMPLAINT

Plaintiff CHRISTOPHER FEHN, by and through his undersigned counsel, bring this Complaint against Defendants, SLIPKNOT, INCORPORATED, a New York corporation; SLIPKNOT, INCORPORATED, a California corporation; KNOT MERCH LLC, a Delaware corporation; SK PRODUCTIONS, LLC, a New York limited liability company; SK TOURING, INC., a Delaware corporation; KNOT TOURING LLC; a Delaware limited liability company; ROB SHORE & ASSOCIATES, INC., a New York corporation; MICHAEL SHAWN CRAHAN p/k/a "CLOWN"; COREY TAYLOR; and ROBERT SHORE, for damages and equitable relief, and in support therefor states as follows:

SRIPLAW

125 MAIDEN LANE, SUITE 5C
NEW YORK, NY 10038

JURISDICTION AND VENUE

1. The New York Supreme Court has Subject Matter jurisdiction over this action as the court with original general jurisdiction over civil disputes in New York state.

2. The court has personal jurisdiction over the defendants pursuant to NY CPLR § 301 in that all Defendants maintain a principal place of business in New York, located at 232 Madison Avenue, Mezzanine, New York, NY 10016. Additionally, the court has personal jurisdiction over the defendants pursuant to NY CPLR § 302 in that all Defendants systematically engage in business activities, including advertising and selling merchandise and engaging in commercial activities related to live performances in New York state, including the business activity and contracts that give rise to the current dispute.

3. Venue is proper pursuant to NY CPLR § 503 in that all Defendants maintain a principal place of business in New York county, located at 232 Madison Avenue, Mezzanine, New York, NY 10016.

PARTIES

4. Christopher Fehn is a citizen of the state of Michigan.

5. Defendant SLIPKNOT, INCORPORATED, a New York corporation (“SLIPKNOT NY”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated PARACORP INCORPORATED, as its agent for service of process, at 2804 Gateway Oaks Drive #100, Sacramento, CA 95833.

6. Defendant SLIPKNOT, INCORPORATED, a California corporation (“SLIPKNOT CA”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated Corporation Service Company in California as its agent for service of process.

7. Defendant KNOT MERCH LLC, a Delaware corporation (“KNOT MERCH”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808 as its agent for service of process.

8. Defendant SK PRODUCTIONS, LLC, a New York limited liability company (“SK PRODUCTIONS”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated ESTENBAUM DANNENBERG & KLEIN, LLP, 183 Madison Avenue, 19th Floor, New York, NY 10016 as its agent for service of process.

9. Defendant SK TOURING, INC., a Delaware Corporation (“SK TOURING”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated UNITED CORPORATE SERVICES, INC., 874 Walker Rd, Ste C, Dover, DE 19904 as its agent for service of process.

10. KNOT TOURING LLC, a Delaware Corporation (“KNOT TOURING”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808 as its agent for service of process.

11. ROB SHORE & ASSOCIATES, INC., a New York corporation (“RSA”), maintains its principal place of business at 232 Madison Avenue, Mezzanine, New York, NY 10016, and has designated CORPORATION SERVICE COMPANY, 80 State Street, Albany, NY 12207 as its agent for service of process.

12. MICHAEL SHAWN CRAHAN p/k/a “CLOWN” is an individual who serves as director and officer of SLIPKNOT NY and SLIPKNOT CA who lists his address for both entities as 232 Madison Avenue, Mezzanine, New York, NY 10016.

13. COREY TAYLOR is an individual who serves as a director and officer of SLIPKNOT NY and SLIPKNOT CA who lists his address for both entities as 232 Madison Avenue, Mezzanine, New York, NY 10016.

14. ROBERT SHORE is an individual who does business in New York County, New York, at 232 Madison Avenue, Mezzanine, New York, NY 10016, and is the Chief Executive Officer of RSA.

FACTS

15. Plaintiff FEHN, at all times relevant to this action, was a member of the heavy metal band SLIPKNOT.

16. SLIPKNOT was originally founded in Des Moines, Iowa in 1995.

17. CRAHAN asked FEHN to join SLIPKNOT in 1998.

18. FEHN agreed.

19. FEHN has been a member of SLIPKNOT continuously from 1998 to the present.

20. CRAHAN is a member of SLIPKNOT.

21. TAYLOR is a member of SLIPKNOT.

22. SLIPKNOT has recorded and released 5 (five) studio albums since 1998.

23. FEHN has composed works of SLIPKNOT.

24. FEHN has performed on all of SLIPKNOT’s albums since 1998.

25. FEHN received credit for all his performances on SLIPKNOT’s albums.

26. FEHN is a co-author of all the performing arts works of SLIPKNOT.

27. The business of SLIPKNOT was originally operated as a general partnership under Iowa law.

28. SLIPKNOT began as an association of two or more persons to carry on as co-owners of a business for profit, to wit the band SLIPKNOT, for an indefinite period of time.

29. FEHN became a general partner of the SLIPKNOT general partnership in 1998.

30. Other general partners included CRAHAN and TAYLOR who are considered the leaders of the band SLIPKNOT.

31. The SLIPKNOT general partnership was a partnership at will.

32. FEHN reposed trust and confidence in the fidelity and integrity of CRAHAN and TAYLOR to operate the SLIPKNOT general partnership for the mutual benefit of the partners, including FEHN.

33. FEHN's relationship with CRAHAN and TAYLOR went beyond that of a conventional business relationship because it was long-term, was not negotiated at arms-length, and because FEHN trusted CRAHAN and TAYLOR to operate the SLIPKNOT general partnership for the mutual benefit of the partners, including FEHN.

34. FEHN received a share of the profits of the business of the SLIPKNOT general partnership, including a share of the profits from merchandising and touring.

35. FEHN's share of the profits were separate and distinct from any payment to him for services as an independent contractor or of wages or other compensation as an employee.

36. Three federally registered trademarks for SLIPKNOT (the "SLIPKNOT MARKS") are issued and outstanding:

- a. Registration No. 2,566,448 for “SERIES OF PRE-RECORDED [CD ROMS,] COMPACT DISCS, DVDS, AUDIO CASSETTES, PHONOGRAPH ALBUMS AND VIDEOTAPES, FEATURING MUSIC” in Class 9;
- b. Registration No. 2,568,946 for “t-shirts, sweat shirts, long sleeve shirts, ski hats, baseball caps, hockey jerseys and jackets” in Class 25; and
- c. Registration No. 2,566,447 for “entertainment services, namely, live performances by a musical group” in Class 41.

37. All the SLIPKNOT MARKS were applied for in 1999 after FEHN joined SLIPKNOT.

38. The SLIPKNOT MARKS represented the goods and services of the SLIPKNOT general partnership at the time they were applied for.

39. The SLIPKNOT MARKS represented the good will of the SLIPKNOT general partnership to fans of the SLIPKNOT band at the time they were applied for.

40. The SLIPKNOT MARKS were the property of the SLIPKNOT general partnership at the time they were applied for and when they were issued.

41. All the SLIPKNOT MARKS were applied for and issued to SLIPKNOT CA.

42. SLIPKNOT CA was not formed until August 29, 2003 when its Articles of Incorporation were filed with the California Secretary of State.

43. SLIPKNOT CA was not in existence when the SLIPKNOT MARKS were applied for and issued.

44. None of the SLIPKNOT MARKS are subject to any assignment of record.

45. FEHN never agreed to the assignment of the SLIPKNOT MARKS to SLIPKNOT CA or their ownership by SLIPKNOT CA.

46. The Iowa limited liability company SLIPKNOT MERCHANDISING, LLC was formed on August 28, 2000 and maintained as an active entity until it was administratively dissolved on August 9, 2013.

47. The Iowa limited liability company SLIPKNOT TOURING, LLC was formed on August 28, 2000 and maintained as an active entity until December 9, 2016 when Eric Briner, an employee of RSA, filed a Statement of Termination with the Iowa Secretary of State.

48. SK PRODUCTIONS was formed in New York on August 8, 1997.

49. SLIPKNOT NY was formed in New York on May 10, 2006.

50. SK TOURING was formed in Delaware on May 12, 2011.

51. KNOT TOURING was formed in Delaware on March 27, 2014.

52. KNOT MERCH was formed in Delaware on March 27, 2014.

53. FEHN, to the best of his information, knowledge and belief, is not now and has never been an owner, shareholder, member, manager, officer, director, held any interest in or had any knowledge of the business of, assets of, or operations of SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY or SLIPKNOT CA.

54. At all relevant times. RSA, by and through SHORE, has been the business manager for FEHN, SLIPKNOT, and SLIPKNOT's members including CRAHAN and TAYLOR.

55. As business manager for FEHN, SLIPKNOT, and SLIPKNOT's members including CRAHAN and TAYLOR, RSA and SHORE have provided advice and counsel simultaneously to FEHN, CRAHN, TAYLOR and the other members of SLIPKNOT.

56. FEHN reposed trust and confidence in the fidelity and integrity of RSA and SHORE.

57. FEHN's relationship with RSA and SHORE went beyond that of a conventional business relationship because it was long-term, was not negotiated at arms-length, and because FEHN trusted RSA and SHORE to manage and develop his career.

58. RSA and SHORE have acted in violation of their fiduciary duties owed to FEHN by favoring and enriching CRAHAN and TAYLOR at the expense of FEHN and to the detriment of FEHN.

COUNT I
BREACH OF FIDUCIARY DUTY
AGAINST CRAHAN AND TAYLOR

59. Plaintiff incorporates the allegations of paragraphs 1 through 58 of this Complaint as if fully set forth herein.

60. The SLIPKNOT general partnership was formed in Iowa and is subject to the provisions of the Iowa Uniform General Partnership Act, Iowa Code - 2017, Title XII, Chapter 486A.

61. At all relevant times, FEHN, CRAHAN and TAYLOR have been members of the SLIPKNOT general partnership.

62. CRAHAN and TAYLOR owed fiduciary duties to their partner FEHN in connection with the operation of the partnership, the division of partnership profits, and the management of partnership assets.

63. CRAHAN and TAYLOR breached their fiduciary duties to FEHN by, among other things:

- a. Applying for and maintaining the SLIPKNOT MARKS on behalf of SLIPKNOT CA instead of the SLIPKNOT general partnership;
- b. Creating, operating, and owning interests in SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA, all of which utilized and exploited the assets and goodwill of the SLIPKNOT general partnership and which benefited from the talent and efforts of the SLIPKNOT general partners, without compensating the partnership;
- c. Enriching themselves out of proportion to the efforts and undivided interests of the other general partners, including those of FEHN;
- d. Failing to provide information on the operation of the partnership consistent with the duties owed between partners;
- e. Violating the general standards of conduct owed between partners; and
- f. Committing such other and further breaches as may be determined in discovery and proven at trial.

64. The actions of CRAHAN and TAYLOR have damaged FEHN and the SLIPKNOT partnership.

65. FEHN is entitled to an accounting of the business of the SLIPKNOT partnership from its inception through and including the present.

66. FEHN is entitled to the imposition of a constructive trust on the SLIPKNOT marks for the benefit himself and the SLIPKNOT partnership.

COUNT II
BREACH OF IMPLIED IN FACT CONTRACT

**AGAINST CRAHAN, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING,
KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA**

67. Plaintiff incorporates the allegations of paragraphs 1 through 58 of this Complaint as if fully set forth herein.

68. CRAHAN requested FEHN to perform services for CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA.

69. CRAHAN, individually or by and through his agent RSA, repeated his requests verbally to FEHN to perform services for CRAHAN from 1998 to the present, at intervals of less than one year, including in connection with each and every SLIPKNOT album, each and every SLIPKNOT tour and individual tour date, and at all other SLIPKNOT promotional events, recording sessions, and meetings, including numerous such events occurring within the last six years.

70. FEHN provided services to CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA.

71. FEHN's services were rendered under circumstances that CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH,

SLIPKNOT NY and SLIPKNOT CA understood were being performed for them and not some other person or entity.

72. FEHN's services were not rendered gratuitously but with the expectation of compensation.

73. FEHN was not compensated fully or reasonably for his services performed.

74. The reasonable value of the services performed by FEHN and the market value of those services far exceeded any amounts paid therefore by CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA.

75. FEHN is entitled to damages caused by the breach, including interest thereon.

COUNT III
UNJUST ENRICHMENT
AGAINST CRAHAN, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING,
KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA

76. Plaintiff incorporates the allegations of paragraphs 1 through 58 of this Complaint as if fully set forth herein.

77. CRAHAN requested FEHN to perform services for CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA.

78. CRAHAN, individually or by and through his agent RSA, repeated his requests verbally to FEHN to perform services for CRAHAN from 1998 to the present, including in

connection with each and every SLIPKNOT album, each and every SLIPKNOT tour and individual tour date, and at all other SLIPKNOT promotional events, recording sessions, and meetings, including numerous such events occurring within the last six years.

79. FEHN provided services to CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA.

80. FEHN's services were rendered under circumstances that CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA understood were being performed for them and not some other person or entity.

81. FEHN's services were not rendered gratuitously but with the expectation of compensation.

82. FEHN was not compensated fully or reasonably for his services performed.

83. CRAHAN and the SLIPKNOT general partnership, and its successors in interest including but not limited to SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA were unjustly enriched by the receipt of FEHN's services without having to pay the full or reasonable value therefore.

84. FEHN is entitled to damages in the amount by which the defendants were unjustly enriched.

COUNT IV
BREACH OF FIDUCIARY DUTY
AGAINST RSA AND SHORE

85. Plaintiff incorporates the allegations of paragraphs 1 through 58 of this Complaint as if fully set forth herein.

86. At all relevant times, RSA and SHORE owed a fiduciary duty to FEHN in connection with their management of FEHN's career and the SLIPKNOT band.

87. RSA and SHORE breached their fiduciary duties to FEHN by, among other things:

- a. Creating, managing and operating SLIPKNOT MERCHANDISING, LLC of Iowa, SLIPKNOT TOURING, LLC of Iowa, SK PRODUCTIONS, SLIPKNOT NY, SK TOURING, KNOT TOURING, KNOT MERCH, SLIPKNOT NY and SLIPKNOT CA, all of which utilized and exploited the assets and goodwill of the SLIPKNOT general partnership and which benefited from the talent and efforts of the SLIPKNOT general partners, for the benefit of CRAHAN and TAYLOR along, and without compensating either the SLIPKNOT partnership or FEHN;
- b. Managing the affairs of the SLIPKNOT band so as to enrich CRAHAN and TAYLOR out of proportion to the efforts and undivided interests of the other general partners in the SLIPKNOT partnership, including those of FEHN;
- c. Failing to provide FEHN with information on the operation of the partnership consistent with his ownership interest, and by restricting information on the operation of the SLIPKNOT partnership and other entities to CRAHAN and TAYLOR; and

d. Committing such other and further breaches as may be determined in
discovery and proven at trial.

88. The actions of RSA and SHORE have damaged FEHN.

89. FEHN is entitled to an accounting of all the business managed by RSA and
SHORE for FEHN through and including the present.

Dated: New York, New York
March 13, 2019

Respectfully submitted,



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